

From: Tosney, Meghan@Waterboards
To: [Rangi, Aparjeet@Waterboards](mailto:Rangi.Aparjeet@Waterboards); Karkoski, Joe@Waterboards; Reeves, Robert@Waterboards; Pavelchik, Matthew@Waterboards; Amini, Nick@Waterboards; Sturdivant, Ann@Waterboards; Morales, Ozzie@Waterboards; Gee, Maile@Waterboards; Behrooz, Mehrnoosh@Waterboards; [Bill Hunt \(WHunt@ocwd.com\)](mailto:Bill Hunt (WHunt@ocwd.com)); Mark, Dave; Shaffer, Caleb; Herndon, Roy; Pacifico, Oliver@Waterboards; McCarthy, Sean@Waterboards; Sandoval, Angela; DBolin@ocwd.com; Hiett, Richard
Cc: Saremi, Kamron@Waterboards; Law, Jessica@Waterboards; Saputo, Carolyn@Waterboards; Hoang, Kim; Clements, Mindy; Yolanda.Garza@dtsc.ca.gov; Stebbins, Michele@Waterboards; Cheung, Debbie@Waterboards; Yen, Chia Rin@DTSC; Bernhardt, Carl@Waterboards; Jahn-Bull, Valerie@Waterboards; Olson-Martin, Nancy@Waterboards; Williams, Ken@Waterboards
Subject: Re: Prop 1 OCWD- NB and SB RI/FS Meeting
Date: Tuesday, September 12, 2017 9:18:24 PM
Attachments: [EW-1 sow OCWD revisions 9-12-2017.doc.docx](#)
[OCWD MOU Template 082817.docx](#)

Hello all, Attached is the revised draft Scope of Work for the EW-1 implementation project. We've incorporated comments in response to questions and suggested changes raised in previous discussion with OCWD. This is on the agenda for tomorrow afternoon. Sorry we did not distribute sooner. I'm also attaching a working draft of template Memorandum of Understanding (MOU) language. We don't necessarily intend to review this tomorrow, but it is mentioned in some of the comments and provided for reference.

Thanks

Meghan Tosney

Supervising Water Resource Control Engineer

Division of Financial Assistance

State Water Resources Control Board

From: Rangi, Aparjeet@Waterboards
Sent: Monday, September 11, 2017 7:10:34 AM
To: Karkoski, Joe@Waterboards; Tosney, Meghan@Waterboards; Reeves, Robert@Waterboards; Pavelchik, Matthew@Waterboards; Amini, Nick@Waterboards; Sturdivant, Ann@Waterboards; Morales, Ozzie@Waterboards; Gee, Maile@Waterboards; Behrooz, Mehrnoosh@Waterboards; [Bill Hunt \(WHunt@ocwd.com\)](mailto:Bill Hunt (WHunt@ocwd.com)); Mark, Dave; Shaffer, Caleb; Herndon, Roy; Pacifico, Oliver@Waterboards; McCarthy, Sean@Waterboards; Sandoval, Angela; DBolin@ocwd.com; Hiett, Richard
Cc: Saremi, Kamron@Waterboards; Law, Jessica@Waterboards; Saputo, Carolyn@Waterboards; Hoang, Kim; Clements, Mindy; Yolanda.Garza@dtsc.ca.gov; Stebbins, Michele@Waterboards; Cheung, Debbie@Waterboards; Yen, Chia Rin@DTSC; Bernhardt, Carl@Waterboards; Jahn-Bull, Valerie@Waterboards; Olson-Martin, Nancy@Waterboards; Williams, Ken@Waterboards
Subject: RE: Prop 1 OCWD- NB and SB RI/FS Meeting

Greetings,

Please find attached Orange County Water District Prop 1 North Basin and South Basin draft grant agreements scope of work that will be discussed in the Wednesday (9/13) meeting along with the

agenda. We are also planning to discuss Orange County Prop 1 EW-1 project, revised draft grant agreement scope of work for EW-1 would be distributed later today.

Thanks
Aparjeet

Aparjeet Rangi, P.E.
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-----Original Appointment-----

From: Rangi, Aparjeet@Waterboards

Sent: Thursday, July 20, 2017 3:06 PM

To: Rangi, Aparjeet@Waterboards; Karkoski, Joe@Waterboards; Tosney, Meghan@Waterboards; Reeves, Robert@Waterboards; Pavelchik, Matthew@Waterboards; Amini, Nick@Waterboards; Sturdivant, Ann@Waterboards; Morales, Ozzie@Waterboards; Gee, Maile@Waterboards; Behrooz, Mehrnoosh@Waterboards; Bill Hunt (WHunt@ocwd.com); Mark, Dave; Shaffer.caleb@Epa.gov; Herndon, Roy; Pacifico, Oliver@Waterboards; McCarthy, Sean@Waterboards; Sandoval.angela@Epa.gov; DBolin@ocwd.com; Hiatt, Richard

Cc: Saremi, Kamron@Waterboards; Law, Jessica@Waterboards; Saputo, Carolyn@Waterboards; Hoang, Kim; Clements, Mindy; Yolanda.Garza@dtsc.ca.gov; Stebbins, Michele@Waterboards; Cheung, Debbie@Waterboards; Yen, Chia Rin@DTSC; Bernhardt, Carl@Waterboards; Jahn-Bull, Valerie@Waterboards; Olson-Martin, Nancy@Waterboards; Williams, Ken@Waterboards

Subject: Prop 1 OCWD- NB and SB RI/FS Meeting

When: Wednesday, September 13, 2017 9:30 AM-4:30 PM (UTC-08:00) Pacific Time (US & Canada).

Where: Orange County Water District, 18700 Ward Street, Fountain Valley

All,

Place hold the dates for face to face meeting with Orange County, RB, DTSC, EPA, and State Board for Prop 1 NB and SB RI/FS Projects. We will send out the Prop 1 grant agreement scope of work and agenda before the meeting.

Meeting Schedule:

September 13, 2017:

9:30 – 11:30 SB-RI/FS Prop 1 Project discussion

12:30 – 4:00 NB-RI/FS Prop 1 Project discussion

Meeting Location:

Orange County Water District
18700 Ward Street
Fountain Valley, CA

Thanks
Aparjeet

Aparjeet Rangji, P.E.
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<< OLE Object: Picture (Device Independent Bitmap) >>

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EXHIBIT A – SCOPE OF WORK

A-1. Completion Dates

The Work Completion Date is established as JANUARY 31, 2019. Work occurring after the Work Completion Date, including corrective actions, is not eligible for reimbursement with Grant Funds and cannot be paid for using Match Funds.

A-2. Purpose

This grant is for the benefit of the Recipient. This grant is for the purpose of installing and operating a groundwater extraction system in the North Basin of Orange County, providing cleanup of groundwater in the shallow aquifer and upper principal aquifer that are polluted by Volatile Organic Compounds (VOCs) and 1,4-Dioxane and preventing migration of VOC polluted groundwater to the City of Fullerton's drinking water supply wells.

A-3. Project-Specific Scope of Work

The Recipient agrees to do the following:

1. Project Management

- 1.1 Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
- 1.2 Notify the Grant Manager at least fifteen (15) working days in advance of upcoming meetings, workshops, trainings and fieldwork or construction activities.
- 1.3 Develop and update appropriately a detailed Project schedule, including key Project milestones, and submit to the Grant Manager.
- 1.4 Conduct periodic and final site visits with the Grant Manager and other staff designated by the Division.
- 1.5 Conduct pre-, during, and post-construction photo monitoring at the Project site and submit to the Grant Manager.

2. General Compliance Requirements/Project Effectiveness and Performance

- 2.1 Submit Global Positioning System (GPS) information to the Grant Manager for the project site(s) and monitoring well location(s) for this Project. Submittal requirements for GPS data are available at:
http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/docs/gps.pdf.
- 2.2 Prepare and submit a Monitoring and Reporting Plan (MRP) that addresses post-construction performance monitoring for the useful life of the Project to the Technical Advisory Committee (TAC) for comments and the Grant Manager for review and approval. Any costs related to monitoring data collected prior to and not supported by the approved MRP will not be reimbursed. The MRP may be submitted as separate documents or in one report and shall include the following components:

- 2.2.1 An MP that includes the following sections:

Commented [HW1]: Will Prop 1 also fund monitoring costs such as sampling, analysis, and reporting?

Commented [RA2R1]: Prop 1 can fund sampling, monitoring, reporting related to start-up and initial monitoring. However, long-term operation, maintenance, reporting is not eligible.

Commented [RA3]: Section A-2: Use of the work prevent rather than reduce is necessary for consistency with the Funding Guidelines as the program is focused on cleanup and prevention of groundwater contamination. We can further clarify project objectives in the PAEP (for example, provide more specificity regarding preventing migration of VOCs from upgradient of the capture zone to downgradient of the capture zone, etc.).

Commented [RA4]: Section 1.2: Proposed changes to exclude fieldwork not accepted. Note: notifications don't necessarily have to be on a day-by-day basis, notification via a schedule of various upcoming activities may be appropriate.

Commented [TM5]: We are making modifications to the standard agreement language to define useful life consistent with the GWGP Guidelines (which allows for useful life to refer to either the length of time that the funded project must be operated and maintained to achieve the environmental outcomes identified in the grant agreement or the length of time that the environmental outcome of a funded project will be sustained after operations cease. If the extraction well will cease operating prior to the typical 20-year term, this can be documented in the Operational Reports in Section A-5(d), which will be reviewed by Division staff to confirm consistency with the terms of this agreement. If any changes to ownership and operation occur, OCWD will seek DFA approval of such changes per standard provisions in our agreement template. The PAEP can also potentially address OCWD's interest in coordinating operation of EW-1 with larger remedial efforts.

Commented [RR6]: Section 2.2 Changes not accepted. To provide additional clarity regarding the intended process - comments provided by the TAC will be reviewed by the Grant Manager. Grant Manager will evaluate applicability of comments per the GWGP Guideline requirements and project purpose/objectives to determine if deliverables can be approved.

Commented [RR7]: Section 2.2.1 and 2.2.2: Changes not accepted. Requested changes would not be consistent with requirements in Prop 1 Guidelines. Aparjeet will provide examples of PAEP to help clarify the difference between the MRP and the PAEP.

- 2.2.1.1 Purpose: The purpose shall include evaluation of the performance of the treatment system and assessment of the effectiveness of the remedy in cleaning up the aquifer and preventing downgradient plume migration. The information developed in the MRP will be evaluated and used to recommend adjustments to the groundwater pumping rates and achieve the project purpose and objectives described in the Project Assessment and Evaluation Plan (PAEP). Describe the relation of the proposed monitoring activities to any other monitoring activities in the Project area.
- 2.2.1.2 Project Area: Provide a map and narrative description of the anticipated area of plume capture, location of the Project, and location of monitoring wells.
- 2.2.1.3 Sampling Plan: Describe the methodology used and selection of monitoring locations, frequency of monitoring, analytical methods that will be utilized, and the process that will be used to make any necessary changes to achieve the purpose of the MRP.
- 2.2.1.4 Field Procedures: Provide a description of field procedures including sample collection methods, equipment decontamination, sample identification and handling, and documentation procedures.
- 2.2.2 A PAEP which describes the manner in which the Project performance will be assessed, evaluated, and reported. The PAEP must establish baseline groundwater quality conditions for the project area and detail the Project's goals, desired outcomes, project purpose and objectives, and the methods of measuring and reporting the Project benefits. Submit the PAEP to the Grant Manager for approval.
- 2.3 Monitor Project effectiveness in accordance with the approved MRP.
- 2.3.1 Conduct the post-construction monitoring in accordance with the approved MRP and include the results during the first year of post-construction monitoring in the associated quarterly progress report. A summary of project effectiveness monitoring and data analysis for the first year of post-construction monitoring shall be included in the Final Project Report.
- 2.4 Groundwater sampling and analysis shall follow the quality assurance/quality control (QA/QC) procedures described in the Remedial Investigation and Feasibility Study Orange County North Basin Sampling and Analysis Plan, dated June 2017, which was prepared in accordance with the United States Environmental Protection Agency's (USEPA) QAPP guidance documents (EPA QA/G-5 and EPA QA/R-5). Water quality monitoring data includes physical or chemical monitoring of any groundwater. Any costs related to monitoring data collected prior to and not supported by the approved QAPP will not be reimbursed.
- 2.4.1 Upload a pdf version of the final approved document(s) to the Financial Assistance Application Submittal Tool (FAAST) system (available at <https://faast.waterboards.ca.gov/>).
- 2.5 Prepare and upload all groundwater analytical data collected in accordance with the MRP, to the State Water Board's GeoTracker/Groundwater Ambient Monitoring and Assessment (GAMA) system in Electronic Deliverable Format (EDF). Groundwater samples shall include: EW-1 samples, monitoring well samples, borehole samples, piezometer samples, and samples from drinking water wells. Locational information for

Commented [RR8]: Change "remedial action objective to "project purpose and objectives"

Commented [RR9]: Replaced "remedial action objectives" with "project purpose and objectives"

Commented [HW10]: The OCWD is not a PRP with legal liability for overall cleanup and cannot agree to language that effectively makes us one. This agreement should limit our liability to performance objectives that are proportionate to Prop 1 funding. We are willing to commit to continued operation of EW-1 within its operating range for its limited scope of plume control and remediation.

Commented [RR11]: Section 2.4 was revised to address OCWD comments. OCWD will be required to implement the sampling and analysis plan in accordance with the RI/FS QAPP which was already prepared based on EPA guidance.

these sampling points shall be submitted using the Geo_XY file. Contact the Grant Manager to obtain a Global Identification number prior to collecting samples.

2.5.1 Upload the data that was utilized in Item 2.2.2 to establish baseline groundwater quality conditions for the Project area.

2.5.2 Upload other data related to the design and development of the Project that is not presently available on GeoTracker/GAMA. This can include reports, figures, maps and geographic information system (GIS) data. Submit an annotated list of reviewed data and reports to the Grant Manager.

3. Permitting and Environmental Compliance

3.1 Obtain all public agency approvals, entitlements, or permits required for Project implementation before field work begins. If the Project is carried out on lands not owned by the Recipient, the Recipient must obtain adequate rights of way for the useful life of the Project. Submit a list and signed copies of such approvals, entitlements or permits to the Grant Manager.

3.1.1 Public agency approvals, entitlements, and permits include, but are not limited to, Santa Ana Regional Water Quality Control Board Discharge Permit, City of Fullerton (City) Encroachment Permit for discharge piping, City permit for installing manholes on State College Blvd, California Environmental Quality Act, and City Fire Hydrant use permit to provide water for construction.

4. Technical Advisory Committee (TAC)

4.1 Establish a TAC comprised of the Division, the State Water Board Division of Drinking Water (DDW), the Regional Water Board, the United States Environmental Protection Agency, and the Department of Toxic Substances Control. Submit the final list of TAC members, their roles and responsibilities, and affiliations to the Grant Manager for review and approval.

4.2 Convene a kickoff meeting to establish TAC goals and objectives, formalize roles, and create a schedule for future meetings. Submit a summary of the kickoff meeting to the Grant Manager.

4.3 Conduct additional TAC meetings in accordance with schedule developed in Item 4.2 and submit the agendas, meeting minutes, and sign-in sheets for each meeting to the Grant Manager.

Commented [RH12]: We expect that the TAC will be the same for the North Basin RI/FS.

Commented [RR13R12]: Comment noted.

Stakeholder Advisory Group (SAG)

5.1 Establish a SAG that consists of interested parties. Submit a list of the SAG members to the Grant Manager.

5.2 Conduct SAG meetings to inform members of Project activities and solicit feedback and comments.

5.2.1 Submit the meeting schedule to the Grant Manager for review and approval.

5.2.2 Submit the meeting materials, a summary of feedback and comments received, and sign-in sheets to the Grant Manager.

Commented [HW14]: A SAG is more appropriate and should be included in the upcoming RI/FS planning agreement, but not for the EW-1 project which is already built and of a more limited scope. The establishment of a SAG must be coordinated with USEPA so it is not in conflict with the USEPA's Community Involvement Program.

Commented [HW15]: Questions: If a SAG is needed, are there criteria for determining/limiting its membership? If so, who makes such a determination? If possible, we suggest that the TAC select a manageable group of members from the applicants.

Commented [RR16]: DFA staff recognizes that the SAG developed for the planning projects may include a similar group of interested parties or members. As appropriate, OCWD is encouraged to establish a SAG that would address this task for multiple projects.

6. Memorandum of Understanding (MOU)

- 6.1 Develop and execute an MOU with the State Water Board and the Regional Water Board. The MOU will identify the forum and processes for discussion and resolution of issues related to monitoring, modeling, and operation of the Project and shall identify the respective roles and responsibilities of the signatories to the MOU. Submit the executed MOU to the Grant Manager.

Commented [HW17]: The MOU should include a termination clause in the event of the issuance of an EPA ROD, under the premise that "a man cannot serve two masters". In other words, it is foreseeable that operation of EW-1 may be subsumed into a future interim and/or final remedy approved by EPA. At such time, the provisions of the MOU and funding agreement may become moot. The MOU and funding agreement language needs to account for this outcome to avoid future redundancy or conflict.

Commented [RR18]: Section 6.1: Comments noted and changes accepted. See also previous comments in Section 2 regarding these issues, and draft MOU language provided.

7. Construction

- 7.1 Construct the Project in accordance with the submitted design plans and specifications, dated August 23, 2016 (submitted with the Grantee's final application), after obtaining the necessary approvals, entitlements, and/or permits in Item 3.1. The following components will be implemented to operate and maintain the groundwater extraction system:

- 7.1.1 Rehabilitate Extraction Well 1 (EW-1).
- 7.1.2 Install a submersible pump with variable frequency drive motor in EW-1 capable of pumping a minimum of one thousand (1,000) gallons per minute (GPM).
- 7.1.3 Install a below grade traffic rated vault and electrical transformer.
- 7.1.4 Install pump controls, valves, a flow meter, and groundwater level sensor.
- 7.1.5 Install a minimum of two hundred fifty (250) feet of piping to discharge untreated effluent water from EW-1 to a sewer line, located on State College Boulevard between Kimberly Avenue and Valencia Drive.

- 7.2 Submit any proposed changes that arise during construction that may affect the Project's components described in Item 7.1, schedule, or costs to the Grant Manager for approval.
- 7.3 Submit as-built drawings and provide a summary of changes from the approved design plans and specifications that occurred during construction to the Grant Manager.
- 7.4 Prepare an Operations and Maintenance Plan that addresses operation and maintenance of the Project for its useful life and submit to the Grant Manager for review and approval.

Commented [RR19]: Section 7.4 Comment noted. Preparation of an Operations and Maintenance Plan is integral to assuring that the funded project will achieve its intended purpose. A new section was added below to clarify expectations (Operational Reports- Section A-5(e)) regarding long-term reporting.

Commented [RH20]: This language is redundant with provisions regarding the MRP and project reporting.

Commented [RH21]: Solute transport modeling is not required by the EPA.

Commented [RR22]: Section 8: Comments noted. Section 8 was revised to address OCWD comments, and provide additional clarification.

8. Technical Memorandum - Groundwater Flow Modeling

- 8.1 Submit a draft Technical Memorandum that provides updates to the Orange County North Basin Modeling Report, dated May 2017, to the TAC and Grant Manager for review and comment. The Technical Memorandum shall:

- 8.1.1. Update water elevation data available for at least the following wells: FM-13/13A, FM-14/14A, RPW-2, MW-2, MW-1, MW-3, FM-9/9A, F-KIM2, FM-16/16A, F-10, FFS-1, FM-17, FM-9A, FM-9, FM-17, FFS-1/MP1, FFS-1/MP2, FFS-1/MP3, FM-13A, FM-13, FM-14A, FM-14, RPW-1, RPW-3, MW-1-1, MW-2, and MW-3.
- 8.1.2 Evaluate if the proposed Monitoring Plan in item 2.2.1 is adequate to assess the performance of the groundwater extraction system.
- 8.1.3 Provide updates, as necessary to the following: estimated capture zone for EW-1, particle tracking analysis, model calibration, sensitivity analysis and pumping rates necessary to achieve the project purpose and objectives as outlined in the PAEP.

8.2 Address comments received from the TAC and Grant Manager, if applicable, and submit the final Technical Memorandum to the Grant Manager for approval.

9. Public Outreach

9.1 Develop outreach materials including flyers, posters, brochures, and advertisements, and update the website and associated social media web pages to include Project progress and outcomes. Provide copies of the outreach materials and web links to the Grant Manager.

9.2 Conduct a minimum of one (1) public workshop to provide information on the purpose of the project, inviting relevant non-governmental organizations and disadvantaged community representatives. Submit the meeting materials and sign-in sheet(s) to the Grant Manager.

A-4. Disclosure and Signage

- (a) The Recipient shall place a sign at least four feet tall by eight feet wide made of ¾-inch-thick exterior grade plywood or other approved material in a prominent location on the construction site and shall maintain the sign in good condition for the duration of the construction period. The sign shall include the following disclosure statement and color logos (available from the Division):



"Funding for this Project has been provided in full or in part by Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through an agreement with the State Water Resources Control Board."

The sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

- (b) The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding has been provided in full or in part through an agreement with the State Water Resources Control Board using funds from Proposition 1. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

A-5. Reporting.

- (a) Progress Reports. The Recipient shall submit quarterly progress reports, using a format provided by the Grant Manager, within forty-five (45) days following the end of March, June, September, and December to the Grant Manager. Progress Reports shall provide a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting shall be required even if no grant-related activities occurred during the reporting period. The Recipient shall document all activities and expenditures in progress reports, including work performed by contractors.

Commented [RR23]: Change not accepted. We can't make acceptations since state law requires signage for Prop 1 funded projects. Suggest installing a sign and documenting with photos for audit purposes.

Commented [RR24]: Change not accepted. Disclosure statements are required for Prop 1 deliverables.

- (b) As Needed Information or Reports. The Recipient agrees to provide expeditiously, during the term of this Agreement, such reports, data, and information as may be reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.
- (c) Final Reports. At the conclusion of the Project, the Recipient must submit the following to the Grant Manager:
- (1) Draft Final Project Report. Prepare and submit to the Grant Manager, for review and comment, a draft Final Project Report in a format provided by the Grant Manager.
 - (2) Final Project Report. Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the draft Final Project Report. Submit one (1) reproducible master copy and an electronic copy of the final. Upload an electronic copy of the final report in pdf format to the Financial Assistance Application Submittal Tool (FAAST) system.
 - (3) Final Project Summary. Prepare a brief summary of the information contained in the Final Project Report, using a format provided by the Grant Manager, include accomplishments, recommendations, and lessons learned, as appropriate. Upload an electronic copy of the Final Project Summary in pdf format to the FAAST system.
- (d) Operational Reports. Following startup and operation of the Project, the Recipient must submit the following reports to the Division Deputy Director, the Regional Water Board Executive Office, and the Division of Drinking Water Regional Engineer, and upload the reports to GeoTracker:
- (1) Quarterly Operational Reports within forty-five (45) days following the end of the calendar quarter (March, June, September, and December). These reports shall detail operational and groundwater monitoring data as defined in the approved Monitoring and Reporting Plan and any updates to the Modeling Report, Operations and Maintenance Plan or Pumping Plan. The Quarterly Operational Reports must be submitted for a 5 year period.
 - (2) Annual Operational Reports. The Recipient shall prepare and provide an Annual Operational Report annually by November 15 that covers the time period from October 1 of the previous year through September 30 of the current year. These reports shall detail operational and groundwater monitoring data as defined in the approved Monitoring and Reporting Plan and any updates to the Operations and Maintenance Plan or Pumping Plan. The Annual Operational Reports must be submitted throughout the useful life of the Project

Commented [HW25]: Term should be 10 years or issuance of a ROD, whichever comes first

Commented [RR26R25]: Sections A-5(a) and (b): Comment noted. Changes were not incorporated. Requirement for quarterly reporting is necessary as progress reports much accompany each invoice. The progress reports need to document all activities related to the project, not just reimbursable, as we need documentation of match costs/work. DFA anticipates that the requirement to submit Progress Reports will be minimal since most of the construction of the project has been completed. Progress Reports would report on completion of tasks described in the Grant Agreement. Longer-term reporting requirements are now addressed in section (d) below.

Commented [HW27]: Should define conclusion. Is it contraction? The long term O&M is likely to outlive this agreement

Commented [RR28R27]: Section A-5 (c) Comment noted. For the purposes of work completion, Project is complete after completion of 1 year of post-construction monitoring (Item 2.3.1); and approval of Final Report. Barring a future special decision from DFA regarding change of ownership or some other special exception, the provisions of this agreement are still in effect until the term expires, with longer-term reporting requirements outlined below.

Commented [RH29]: Please provide an example of the desired format

Commented [RR30R29]: Section A-5 (c) (1) Comment noted. DFA will provide guidance regarding format of Project Reports.

Commented [RR31]: Section A-5 (d)- Operational Reporting added to clarify reporting necessary to document project effectiveness throughout the useful life of project.

A-6. Project Schedule

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. However, the dates in the "Estimated Due Date" column of this Schedule may be adjusted as necessary during the Disbursement Period with Grant Manager approval. All work or submittals must be achieved with relevant submittals approved by the Division prior to the Work Completion Date, and the final Disbursement Request submitted, prior to the Final Disbursement Request Date set forth in Exhibit B.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A-3 PROJECT-SPECIFIC SCOPE OF WORK			
1.	Project Management		
1.2	Notification of Upcoming Meetings, Workshops, and Trainings		Ongoing
1.3	Detailed Project Schedule	30 Days After Execution	
1.4	Periodic and Final Site Visits		As Needed
1.5	Pre-, During, and Post-Construction Photos		Ongoing
2.	General Compliance Requirements/Project Effectiveness and Performance		
2.1	GPS Information		September 2017
2.2	Monitoring and Reporting Plan (MRP)		October 2017
2.2.2	Project Assessment and Evaluation Plan (PAEP)		October 2017
2.4	Quality Assurance Project Plan (QAPP)		September 2017
2.4.2	Annotated List of Reviewed Data and Reports		DATE
3.	Permitting and Environmental Compliance		
3.1	Public Agency Approvals, Entitlements, or Permits		DATE
4.	Technical Advisory Committee		
4.1	List of TAC Members, Roles and Responsibilities, and Affiliations		August 2017
4.2	Summary of the Kickoff Meeting		DATE
4.3	Agendas, Meeting Minutes, and Sign-in Sheets		Ongoing
5.	Stakeholder Advisory Group		
5.1	List of SAG Members		September 2017
5.2.1	SAG Meeting Schedule		DATE
5.2.2	SAG Meeting Materials, Summary of Feedback and Comments, and Sign-in Sheets		Ongoing
6.	Memorandum of Understanding (MOU)		
6.1	Executed MOU		Before Grant Agreement

Commented [HW32]: Dates in this chart depend on the date of funding agreement and MOU execution as a starting point.

Commented [RR33R32]: Section A-6: Comment noted. DFA staff agree that dates in the Project Schedule will need to be adjusted before the Grant Agreement is finalized.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
			Execution
7.	Construction		
7.2	Proposed Changes		November 2017
7.3	As-Built Drawings		September 2017
7.4	Operations and Maintenance Plan		September 2017
8.	Groundwater Flow Modeling		
8.1.2	Updated Groundwater Modeling Report Technical Memorandum		If Applicable
9.	Public Outreach		
9.1	Outreach Materials and Web Links		July 2017
9.2	Meeting Materials and Sign-in Sheets		In Needed
EXHIBIT A-5 REPORTING			
(a)	Progress Reports	Quarterly	
(b)	As Needed Information or Reports		
(c)	Annual Progress Summaries	Annually by XX/XX	
(d)	Final Reports		
(d)(1)	Draft Final Project Report	November 30, 2018	
(d)(2)	Final Project Report	December 31, 2018	
(d)(3)	Final Project Summary	Before Final Disbursement Request	
EXHIBIT B – FUNDING PROVISIONS			
4 (b)	Final Disbursement Request		
9 (b)(4)	Disbursement Requests		Quarterly

MEMORANDUM OF UNDERSTANDING
REGARDING TECHNICAL ADVISORY COMMITTEE
WITH THE
STATE WATER RESOURCES CONTROL BOARD,
[REGION] REGIONAL WATER QUALITY CONTROL BOARD, AND
[Grantee]

- I. The purpose of this Memorandum of Understanding (MOU) between the [Grantee], State Water Resources Control Board (State Water Board), and the [Region/Location] Regional Water Quality Control Board (Regional Water Board) is to identify the forum and processes for discussion and resolution of issues related to monitoring, planning, modeling, remedial investigation, feasibility studies, design, construction, and operation of any [Grantee] projects funded by the State Water Board under Proposition 1 (Cal. Water Code §§79700 et seq.) for the prevention or cleanup of groundwater contamination in the [Location] Basin, and to ensure those projects support and do not negatively impact nearby third-party cleanup efforts.
- II. The State Water Board and Regional Water Board enter into this MOU under the authorities of California Water Code section 13225, subsections (a), (b), and (j), [Grantee] enters into this MOU under the authority of [XXX].
- III. The Parties to this MOU recognize that projects funded under Proposition 1 include projects that contain and clean up portions of contaminant plumes that have already impacted [Grantee] wells. Those plumes, which may not be recoverable through source control efforts, can be cleaned up in whole or part by strategically using existing pumping infrastructure where other feasible, more cost effective alternatives are not available.
- IV. The Parties to this MOU recognize that the implementation of these projects involve complex technical issues regarding prevention of contamination and cleanup of the groundwater. The implementation of this MOU will be primarily through a Technical Advisory Committee (TAC) that will provide a forum for discussion and resolution of technical issues associated with the implementation of projects funded under Proposition 1. The TAC will be made up of technical staff from the State Water Board's Division of Financial Assistance (DFA) and Division of Drinking Water (DDW) and the Regional Water Board, and representatives of [Grantee]. The TAC may also include representatives of other State or federal regulatory agencies that are not Parties to this MOU, such as the Department of Toxic Substances Control and the U.S. Environmental Protection Agency. Technical issues not resolved by the TAC will be forwarded to a Steering Committee consisting of executive level staff of the Parties that will include [title of DFA person], [title of DDW person], [title of RB person], and [title of Grantee person] or their designee. The Steering Committee will also address non-technical issues as needed.
- V. The Parties to this MOU share the same goal: remediation of groundwater

pollution in the [Name of Basin] in the most timely and cost effective manner feasible, compliance with applicable state, federal, and local laws, and the return of [Name of Basin] to its beneficial use as a source of drinking water.

- VI. The Parties recognize the need to proceed expeditiously with funded projects and without interruption or undue delay to project schedules. TAC members commit to providing technical review comments to [Grantee] and the DFA grant manager within two weeks of receipt of the deliverable subject to TAC review, unless otherwise specified in the funding agreement or an alternative review period is mutually agreed upon by the Parties.
- VII. The State Water Board through DFA, as the funding authority, retains decision-making authority regarding whether [Grantee] has met the deliverables and other requirements of the Grant Agreement. The Parties recognize that projects funded by Proposition 1 must be consistent with and support the Water Boards' regulatory programs and be consistent with applicable laws and regulations, including State Water Board Resolution 92-49, State Water Board Resolution 68-16, and applicable plans and policies of the State and Regional Water Boards.
- VIII. [Grantee] recognizes that the State Water Board and Regional Water Board have an interest in receiving information from and communicating with [Grantee] regarding operation of the remediation projects post construction to ensure the remedy is effective and not adversely affecting other nearby remediation projects. Prior to completion of construction of the [Project], [Grantee] will coordinate with the TAC to evaluate cleanup progress and demonstrate whether or not the remedial action is successfully cleaning up groundwater contamination. This would include the establishment of a monitoring network, namely monitoring frequencies and locations, aimed at evaluating changes to the extent of the plume and contaminant concentrations.
 - a. Where feasible and consistent with this purpose, the State Board-approved Monitoring Plan may incorporate existing monitoring locations and/or frequencies that are used to meet other regulatory or operational requirements, including but not limited to locations listed in the DDW 97-005 or drinking water permit requirements.
 - b. As part of the Monitoring Plan development, the TAC will consider and identify appropriate methods for the ongoing evaluation of groundwater quality data in comparison to assumptions used in Project design to proactively identify trends that would affect Project operations.
- IX. [Grantee] agrees to continue to provide the State Water Board and the Regional Water Board with Quarterly Operational Reports (QORs) containing monitoring and other operational information related to the Project for a period of 5 years after commencement of operation of the Project. [Grantee] agrees to continue to provide Operational Reports at least annually after the 5th year of operation of the Project or more frequently as agreed to by the Parties. In addition, actual groundwater pumping data and pumping projections will be provided consistent with [insert other

court-ordered submittals and required recipient(s), if any. Otherwise, delete this sentence].

- X. The State Water Board may provide [Grantee] QORs to the TAC and the TAC may provide technical insight and comments in writing to the State Water Board and [Grantee] regarding the QORs.
- XI. [Grantee] agrees to maintain a dialogue with the TAC regarding the technical insight and comments it may provide in response to [Grantee] post construction QORs during the 5 years, or longer, such reports are provided.
- XII. [Grantee] will be responsible for coordinating the logistics of TAC meetings as follows:
 - a. Schedule and hold quarterly TAC meetings following submittal of quarterly progress reports. Meeting frequency may be modified as mutually agreed by [Grantee] and the State Water Board.
 - b. Prepare agendas and action items and communicate them to TAC members.
 - c. Arrange audio visual equipment, phone conference lines, web-based meetings, and other meeting logistics, as needed.
 - d. Should additional meetings be deemed necessary by the State Water Board, meetings will be scheduled at the earliest mutually convenient time and place.
- XIII. The State Water Board recognizes that [Grantee] may be entitled to cost recovery from various third parties. Nothing in this MOU is meant to, in any way, alter or change the rights that may exist. Any costs recovered must be used consistent with the requirements of Proposition 1.
- XIV. The State Water Board and Regional Water Board acknowledge that [Grantee] has adjudicated groundwater pumping rights within the [name of Basin] that are a critical component of [Grantee] water supply portfolio. It is not the purpose of this MOU to alter these pumping rights. [Grantee] acknowledges that these pumping rights must at all times be exercised in a manner consistent with State and federal law and policies, including the Safe Drinking Water Act, the Porter-Cologne Water Quality Control Act, State Water Board Resolution 68-16 (also known as the State Anti-degradation Policy (Resolution 68-16), and applicable State and Regional Water Board plans and policies.
- XV. Reservation of Rights: Each Party to this MOU shall be solely responsible and liable in connection with its actions associated with its responsibilities under this MOU. For purposes of this MOU, the relationship of the Parties is that of independent entities and not as agents of each other or as joint venturers or partners. The Parties shall maintain sole and exclusive control over their personnel, agents, consultants, and operations. Nothing in this MOU alters the statutory or regulatory authority of [Grantee], the State Water Board, or Regional Water Board, or any other provision of law, nor shall anything in this MOU limit [Grantee] or the

State and Regional Water Boards' legal authority or responsibilities.

XVI. Third Parties: Nothing in this MOU is intended to create duties or obligations to or rights in third parties to this MOU or effect the legal liability of the Parties to this MOU.

XVII. AMENDMENTS AND TERMINATION

- a. In entering into this MOU, it is the intention of the Parties that this MOU shall not be construed to be an enforceable contract or agreement, but is, rather, a statement of principles.
- b. This MOU shall remain in effect until all components have been fully implemented or until [DATE], whichever occurs sooner.
- c. This MOU may be amended with the mutual written approval of all Parties or their successors.
- d. Any Party to this MOU, or its successor agency, may withdraw from the MOU by giving 30-days advanced written notice to the other Party, in which case, the MOU is no longer effective.
- e. **Governing Law:** This MOU is governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.
- f. **Authorized signatures:** The Parties hereby represent and warrant that their respective signatory of this MOU is duly authorized to execute and bind the agency for which he signs.
- g. **Severability:** If any provision of this MOU shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of this MOU shall not be affected and this MOU shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this MOU.

IN WITNESS WHEREOF, the Parties to this MOU have caused this MOU to be executed on their behalf as of the date specified below, respectively, as follows:

FOR THE STATE WATER RESOURCES CONTROL BOARD:

Dated: _____, 2017

Name of ED
Executive Director
State Water Resources Control Board

Name of ED

FOR THE [Name of Region/Location] REGIONAL WATER QUALITY CONTROL BOARD:

Dated: _____, 2017

[First Name] [Last Name]
Executive Officer
[Name of Region/Location] Regional Water Quality
Control Board

[First Name] [Last Name]

FOR THE [GRANTEE]

Dated: _____, 2017

Name
Title
Agency

[Name of person above]